

**WIRELESS INTERCONNECTION AGREEMENT**  
**TDS TELECOM - WISCONSIN**

This Agreement is entered into on March 15, 2002, and is effective on the first day of January, 2001, by and between TDS Telecommunications Corporation, a Delaware corporation ("TDS TELECOM"), as agent for the Wisconsin corporations listed on Appendix A (collectively, "TDS TELECOM"), and Cellco Partnership, d/b/a Verizon Wireless, a Delaware general partnership ("VZW") with respect to and on behalf of the FCC CMRS licensees and markets listed in Appendix B (Collectively, "VZW").

TDS TELECOM is a local exchange carrier acting through its subsidiary telephone companies in Wisconsin. VZW is a commercial mobile radio service carrier operating in Wisconsin. TDS TELECOM and VZW desire to interconnect on an indirect basis for the purpose of exchanging traffic between the parties' customers. This Agreement shall not preclude TDS TELECOM and VZW from entering into a direct interconnection agreement in the future if such arrangement is technically feasible and economically beneficial.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

**SECTION I**  
**SCOPE OF AGREEMENT**

As used in this Agreement, the following terms shall have the meanings specified in this Section. "Local Traffic" means the completion of wireless to wireline and wireline to wireless calls which originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber at the beginning of the call and the central office for the landline end-user. "Major Trading Area" (MTA) means a geographic area established by Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act. "Non-Local Traffic" for which access charges will be applicable, means the completion of interMTA calls based on the location of the cell site serving the wireless subscriber and the central office for the landline end-user.

This Agreement shall cover local interconnection arrangements between VZW's network in Wisconsin and TDS TELECOM's network in Wisconsin. The exchange of non-local telecommunications traffic between other portions of TDS TELECOM's network and VZW's network will be accomplished using the existing toll telephone network.

**SECTION II**  
**TRAFFIC EXCHANGE**

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated

by the billed party. Applicable local transport and termination rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed party shall pay a late charge on the unpaid undisputed amounts that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. After the initial invoicing of traffic commencing January 1, 2001, neither party shall bill the other for traffic that is more than one (1) year old.

### SECTION III INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party.

### SECTION IV LIABILITY

#### A.

Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the service provided under this Agreement, except to the extent of damages caused by the negligence or willful misconduct of the indemnified party.

#### B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

#### C.

The liability of either Party to the other Party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of applicable tariff(s) of the party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro-rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors, or defects.

SECTION V  
ATTORNEY'S FEES AND COURT COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

SECTION VI  
TERM OF AGREEMENT

A.

Either party may submit this Agreement for approval by the state public service commission. This Agreement shall commence on the effective date stated on the first page, subject to its approval by the public service commission and shall terminate one (1) year after the effective date.

B.

This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either party, except that either party may elect not to renew and terminate by giving the other party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.

Either Party may request for this Agreement to be renegotiated upon the expiration of the initial one (1) year term or upon any termination of this Agreement. Not later than 45 days from the receipt of initial request for renegotiations, the Parties will commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to §VI (C), the provisions of this Agreement shall remain in force during the negotiation and up to the time that a successor agreement is executed by the parties and, to the extent necessary, approved by the relevant state commission.

C.

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least twenty-five (25) days prior to terminating service.

SECTION VII  
THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

SECTION VIII  
GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Wisconsin. Disputes arising under this Agreement, or under the use of service provided under this

Agreement, shall be resolved in state or federal court in Wisconsin, the Wisconsin Corporation Commission or the Federal Communications Commission.

If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in applicable law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

#### **SECTION IX ENTIRE AGREEMENT**

This Agreement incorporates all terms of the agreement between the parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. This Agreement may not be modified except in writing signed by both parties, which modification shall become effective 30 days after its execution, unless otherwise mutually agreed by the parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties.

#### **SECTION X NOTICE**

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of VZW to:

Business Name: Verizon Wireless  
Mailing Address: 2785 Mitchell Drive, MS 7-1  
City/State/Zip Code: Walnut Creek, CA 94598  
Attention: Mary Bacigalupi  
Contact Phone Number: 925/279-6006

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS TELECOM  
Mailing Address: P.O. Box 22995  
Shipping Address: 9737 Cogdill Road, Suite 230  
City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for shipping)  
Attention: Carrier Relations  
Contact Phone Number: (865) 966-4700

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of VZW to:

Business Name: Verizon Wireless  
Mailing Address: 1515 Woodfield Road  
City/State/Zip Code: Schaumburg, IL 60175  
Attention: Engineering  
Contact Phone Number: 847-706-2385

Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS TELECOM  
Mailing Address: P.O. Box 5158  
City/State/Zip Code: Madison, WI 53705-0158  
Attention: Kris Groth, Local Interconnection

or to such other location as the receiving party may direct in writing. Payments are to be sent to the address on the invoice.

VZW shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid (see Appendix A for company list).

#### SECTION XI ASSIGNABILITY

Either Party may assign this Agreement upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stock of either of the parties. Notwithstanding the foregoing, either Party may assign this Agreement or any rights or obligations hereunder to an affiliate of such Party without the consent of the other Party.

#### SECTION XII MISCELLANEOUS

TDS TELECOM is qualified for the rural telephone company exemption pursuant to Section 251(f) of the Telecommunications Act of 1996 and does not waive such exemption.

#### SECTION XIII NONDISCLOSURE OF PROPRIETARY INFORMATION

The parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information"). Confidential Information shall include (i) all information delivered in written or electronic form and marked "confidential" or "proprietary" or bearing mark of similar import; or (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network including customer account data and CPNI. Information disclosed orally will not be considered Confidential Information unless Disclosing Party advises Recipient prior to disclosure that such information is Confidential Information and such information is reduced to writing by the Disclosing Party and delivered to the Recipient within 72 hours of disclosure. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this Section XIII, the Disclosing Party shall mean the owner of the

Confidential Information, and the Recipient shall mean the party to whom Confidential Information is disclosed.

Information will not be deemed Confidential Information and the Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency provided the Recipient shall give at least thirty (30) days notice (or such lesser time as may be sufficient based on the time of the request) to the Disclosing Party to enable the Disclosing Party to seek a protective order. Each party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

**TDS Telecommunications Corporation, as agent for the Wisconsin corporations listed on Appendix A**

   
Signature (date)

Printed name and title:

Louis D. Reilly III  
Director – Carrier Relations

**Cellco Partnership, dba Verizon Wireless**

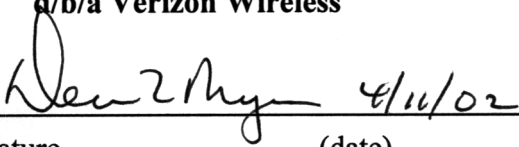
   
Signature (date)

Printed name and title:

Edward A. Salas  
Staff Vice President- Network Planning

**Signature Page (1 of 2) to Wireless Interconnection Agreement entered into on March 15, 2002 between TDS Telecommunications Corporation (Wisconsin Cos.) and Cellco Partnership d/b/a Verizon Wireless relating to the exchange of Local Traffic.**

**By: Verizon Wireless Personal Communications, L.P.  
d/b/a Verizon Wireless**

 4/11/02  
\_\_\_\_\_  
Signature (date)

Printed name and title:

Dennis Myers, Area  
General Counsel - Midwest Area

**Signature Page (2 of 2) to Wireless Interconnection Agreement entered into on March 15, 2002 between TDS Telecommunications Corporation (Wisconsin Cos.) and Cellco Partnership d/b/a Verizon Wireless relating to the exchange of Local Traffic.**

**APPENDIX A**  
**Local Transport and Termination Rates and Billing Procedures**

The parties shall reciprocally and symmetrically compensate one another for Local Traffic terminated to their respective customers at the rates set forth below:

<u>VZW and TDS TELECOM:</u>	<u>\$/MOU</u>
Burlington, Brighton & Wheatland Telephone Company	.0079
Badger Telecom, Inc.	.0235
Black Earth Telephone Company, Inc.	.0124
Bonduel Telephone Company	.0140
Central State Telephone Company	.0164
Dickeyville Telephone Corporation	.01478
EastCoast Telecom, Inc.	.0134
The Farmers Telephone Company	.01676
Grantland Telecom, Inc.	.0147
Mid-Plains, Inc.	.007691
Midway Telephone Company	.0150
Mt. Vernon Telephone Company	.0074
Riverside Telecom, Inc.	.0121
The Scandinavia Telephone Company	.0176
Southeast Telephone Company of Wisconsin, Inc.	.00957
Stockbridge & Sherwood Telephone Company	.0132
Tenney Telephone Company	.0125
UTELCO, Inc.	.0168
Waunakee Telephone Company, Inc.	.0080

TDS TELECOM will obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by VZW and terminating to TDS TELECOM. This report information will be used by TDS TELECOM for billing VZW for traffic terminating to TDS TELECOM. VZW may obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by TDS TELECOM and terminated to VZW. This report information may be used by VZW for invoicing TDS TELECOM for terminating traffic to VZW.

If VZW elects not or is unable to order a traffic report from the tandem operator, the parties agree to the following principles for billing terminating usage to one another:

1. TDS TELECOM will bill for 100% of the traffic originated by VZW and terminated to TDS TELECOM.
2. VZW will calculate estimated TDS TELECOM terminating traffic to VZW using the following formula: from January 2001 until termination, VZW will bill TDS TELECOM based on the MOUs in 1. above, divided by 0.70 (seventy percent). The total of the calculation will then be multiplied by 0.30 (thirty percent) to determine the traffic originated by TDS TELECOM and terminated to VZW.

The parties agree to revise these factors, semi-annually, based upon traffic studies conducted.



Either party may bill on a monthly or quarterly basis.

The parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate statement of traffic exchanged between the parties. Either party may perform an audit of the other party's billing information related to terminating minutes of use of the billed party. The parties agree that such audits will be performed no more than one time per calendar year. Each party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited party during normal business hours.

Either party may elect to measure terminating Local Traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

Transport and termination of Non-Local Traffic will be billed per applicable access tariff or comparable rates where a tariff does not exist.

**APPENDIX B**  
**FCC and CMRS Licensees and Markets**

Licensee Service	Market Name
Verizon Wireless Personal Communications, L.P.	Milwaukee